

**TEMPORARY CONSTRUCTION EASEMENT  
(INDIVIDUAL)**

THIS AGREEMENT, made and entered into this 10<sup>th</sup> day of October, 2021 is by and between **James F. and Barbara L. Turney**, hereinafter called **GRANTOR**, and the City of Lee's Summit, a Municipal Corporation located in Jackson and Cass Counties, Missouri, with a mailing address of 220 S.E. Green Street, Lee's Summit, Missouri 64063, hereinafter called **GRANTEE**. The **GRANTOR**, for and in consideration of the sum of One and no/100's Dollars (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which hereby acknowledged, does hereby grant, bargain, sell, convey, and confirm unto the **GRANTEE** a Temporary Construction Easement for use in the establishment, building and construction of public streets, alleys, roadways and thoroughfares (together with all necessary appurtenances thereto) and widening, re-establishment, reconstruction, and repair of existing streets, alleys, thoroughfares, and roadways; the construction, reconstruction and repair of sanitary sewer lines, water lines, storm sewers, drainage ditches, waterways, and other municipal projects; on, over, under, and across the following described land in the County of Jackson, and the State of Missouri, to-wit:

**COMMENCING at the Southeast Corner of the Southeast Quarter of said Section 21-T47N-R31W;**

**thence North 87 degrees 50 minutes 35 seconds West, on the South line of said Southeast Quarter, and on the South line of the property described in the Missouri Warranty Deed recorded in Book 1730 at Page 1294, being herein referred to as the "Property", a distance of 1,823.67 feet, to the Southwest corner of said property, said point also being a point on the Easterly Right-of-Way line of the Union Pacific Railroad;**

**thence North 22 degrees 10 minutes 40 seconds West, on the West line of said property, and on the East Right-of-Way line of said railroad, a distance of 123.26 feet, to the POINT OF BEGINNING of said Temporary Construction Easement;**

**thence North 22 degrees 10 minutes 40 seconds West, continuing on the West line of said property, and on the East Right-of-Way line of said railroad, a distance of 100.00 feet, to a point;**

**thence North 67 degrees 47 minutes 42 seconds East, departing the West line of said property, and the East Right-of-Way line of said railroad, a distance of 49.60 feet, to a point;**

**thence North 21 degrees 49 minutes 58 seconds West, a distance of 438.43 feet, to a point;**

**thence South 67 degrees 30 minutes 17 seconds West, a distance of 5.00 feet, to a point;**

thence North 23 degrees 09 minutes 28 seconds West, a distance of 403.74 feet, to a point;

thence North 10 degrees 10 minutes 55 seconds West, a distance of 397.07 feet, to a point;

thence North 10 degrees 51 minutes 08 seconds East, a distance of 82.79 feet, to a point on the North line of said property;

thence South 87 degrees 49 minutes 33 seconds East, on the North line of said property, a distance of 80.93 feet, to a point;

thence South 10 degrees 51 minutes 08 seconds West, departing the North line of said property, a distance of 80.15 feet, to a point;

thence South 10 degrees 10 minutes 55 seconds East, a distance of 373.12 feet, to a point;

thence South 23 degrees 09 minutes 28 seconds East, a distance of 394.41 feet, to a point;

thence South 66 degrees 50 minutes 32 seconds West, a distance of 50.00 feet, to a point;

thence South 21 degrees 49 minutes 58 seconds East, a distance of 140.00 feet, to a point;

thence North 68 degrees 10 minutes 02 seconds East, a distance of 75.01 feet, to a point;

thence South 21 degrees 49 minutes 58 seconds East, a distance of 398.65 feet, to a point;

thence South 67 degrees 47 minutes 42 seconds West, a distance of 149.00 feet, to the POINT OF BEGINNING of said Temporary Construction Easement, containing 117,561 square feet or 2.6988 acres, more or less.

**GRANTEE**, its employees and duly authorized agents, its contractors and their employees shall have the right to enter upon above described land at any and all times to construct, build, repair, survey; operate and store machinery and equipment; establish, alter and change grade and contour of the land; remove trees, brush, shrubbery, bushes, permanent structures and personal property including fences; and to use said land for all reasonable purposes during the construction period of the project, and for ninety (90) days thereafter, at which time all rights of **GRANTEE** herein conveyed in above described land shall terminate and cease.

**GRANTEE**, agrees that it will restore, replace, relocate, and repair all existing driveways, sidewalks, steps, fences, and utility installations located within the easement area, which are damaged or temporarily removed during the course of construction. **GRANTEE** shall also grade, seed or sod, and restore yard areas damaged by said construction work. Such restoration and replacement shall be at the sole expense of the **GRANTEE**, and shall be of substantially equal value to existing improvements. However, this commitment shall not be construed to require additional compensation for items herein designated for permanent removal.

**GRANTOR**, to the fullest extent allowed by law, including, without limitation, section 527.188, RSMo. (2006), hereby waives any right to request vacation of the easement herein granted.

**GRANTOR** herewith acknowledges receipt of a good and sufficient consideration to compensate for any and all damage suffered or to be suffered or sustained by them as a result of removal of trees, shrubs and other permanent improvements on the easement herein described, other than those to be replaced, if any, as herein provided, together with any and all damages suffered or to be suffered or sustained by **GRANTOR** as a result of the relocation, construction, or maintenance of the facilities to be built by **GRANTEE** and any and all other damage

suffered or to be suffered or sustained by **GRANTOR** as a result of the use of this easement by **GRANTEE** or its contractors, employees and agents.

IN WITNESS WHEREOF, **Grantor** has hereunto set her hand this 20 day of October 2021.

Barbara L. Turney  
Signature

Barbara L. Turney  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

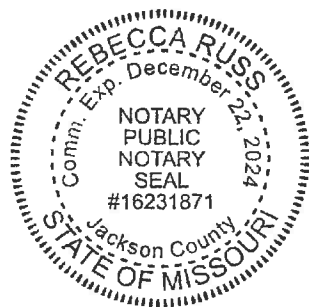
### INDIVIDUAL ACKNOWLEDGMENT

STATE OF MISSOURI

COUNTY OF JACKSON

On this 20<sup>th</sup> day of October, 2021, before me personally appeared Barbara Turney, to me known to be the person (or persons) described in and who executed the foregoing instrument, and acknowledged that he (or they) executed the same as his (or their) free act and deed.

WITNESS my hand and official seal in the County and State aforesaid, the day and year first above written.



Rebecca Russ  
Notary Public Signature

Rebecca Russ  
Print Name